

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Award and approve the contract with Emmett Sapp Builders, Inc. for RFP 142-0-2009/AT New Construction for The Villages Sumter Service Center (Staff recommends approval).

**REQUESTED ACTION:** Award and enter into contract with Emmett Sapp Builders, Inc.

☐ Work Session (Report Only)  
☒ Regular Meeting

**DATE OF MEETING:** 12/8/2009  
☐ Special Meeting

**CONTRACT:** ☐ N/A

Vendor/Entity: Emmett Sapp Builders, Inc.

Effective Date: 12/8/2009

Termination Date: 8/31/2010

Managing Division / Dept:

Facilities Development & Maintenance

**BUDGET IMPACT:** \$5,389,945.00

☐ Annual  
☒ Capital  
☐ N/A

**FUNDING SOURCE:** Fund 307 Series 2006 Construction

**EXPENDITURE ACCOUNT:** 307-010-511-6506

**HISTORY/FACTS/ISSUES:**

RFP 142-0-2009/AT New Construction for The Villages Sumter County Service Center was published for bid on 10-30-2009. Proposals were due on 11-30-2009 at 10:00am and were opened at 10:05am in Room 142 at the Government Offices, 910 North Main Street, Bushnell, FL 33513. Seventeen (17) bids were received on time, zero (0) bids were received late, three (3) No Proposals were received, and three (3) proposals that were rejected because they were sent via fax. There were six (6) addendums to be acknowledged and four (4) packets total were to be included with one (1) clearly marked as the original and three (3) marked as copies. The bids are listed below in order of submitted proposal cost ranging from lowest to highest:

1. Genesis and Construction Management, Inc.	\$5,290,290.00
2. Emmett Sapp Builders, Inc.	\$5,389,945.00
3. McCorkle	\$5,498,645.00
4. Roger B. Kennedy	\$5,606,904.00
5. Clancy & Theys Construction Company	\$5,626,000.00
6. Diaz Fritz Isabel	\$5,659,714.00
7. Edwards Construction Services, Inc.	\$5,672,628.00
8. J. Kokdakakis Contracting, Inc.	\$5,688,000.00
9. Bollenbach Builders, Inc.	\$5,711,128.00
10. Creative Contractors, Inc.	\$5,760,000.00
11. A.D. Morgan Company	\$5,770,026.00
12. BBL Florida	\$5,904,447.00
13. SIKON Construction Company	\$5,964,757.00
14. Jimerico Construction	\$6,226,337.00
15. Boran Craig Barber Engel Construction	\$6,291,158.00
16. Feasterco Construction, Inc.	\$6,338,591.00
17. Frierson Contractor, Inc.	\$6,370,000.00

Each vendor provided the proper amount of copies and addenda's; however, SIKON Construction Company who did not clearly mark their original proposal packet.

The Selection Review Committee Meeting was held on 12/2/2009 at 10:00am in Room 142. The Committee members consisted of Bradley Arnold, County Administrator; Douglas Conway, Construction Manager; and Larry Krietemeyer, KP Studio Architect for the project. After discussion from the Selection Review Committee a consensus was reached that the top two vendors were Emmett Sapp Builders, Inc. and Edwards Construction Services, Inc. The Selection Committee then submitted scoring on the two vendors with Emmett Sapp Builders, Inc. reaching a total score of 13.80 and Edwards Construction Services, Inc. reaching a total score of 13.29. In conclusion the committee agreed to present Emmett Sapp Builders, Inc. as the successful vendor for this project.

Approval of Emmett Sapp Builders Inc., is contingent upon validity and solvency of the proposed bonds and verification of proper licensing from the sub-contractors listed within their proposal.

See the attached legal ad, minutes, score sheets, submitted proposal from, and contract.

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## REQUEST FOR PROPOSALS

Notice is hereby given that the Board of County Commissioners of Sumter County, Florida, will be receiving proposals for the following:

### “SUMTER COUNTY NEW CONSTRUCTION FOR THE VILLAGES SUMTER COUNTY SERVICE CENTER”

Detailed proposals are available upon request by calling (352) 569-6067, by coming to the County Commissioners Office, Room 220, Sumter County Government Offices, 910 North Main Street, Bushnell, Florida, or by contacting Demand Star at 1-800-711-1712 or [www.DemandStar.com](http://www.DemandStar.com).

All inquiries and questions regarding this RFP must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:

Amanda Taylor, Budget & Purchasing Coordinator  
Mailing Address: 910 N. Main Street, Suite 220  
Bushnell, FL 33513  
E-mail: [Amanda.Taylor@sumtercountyfl.gov](mailto:Amanda.Taylor@sumtercountyfl.gov)  
Fax: (352) 793-0207

The deadline for submission of questions relating to the RFP shall be Friday, November 13, 2009 at 5:00 PM

Proposals must be received by the County no later than 10:00am, Monday, November 30, 2009. Late submittals will be rejected and returned unopened to the Proposer. Proposals must be firmly sealed in packaging that is clearly marked on the outside: “Board of Sumter County Commissioners Request for Proposal for New Construction for The Villages Sumter County Service Center RFP #142-0-2009/AT”. Sealed Proposals must be mailed or delivered to Mrs. Amanda Taylor, at the above address.

Upon submission, all Proposals become the property of the County, who has the right to use any or all ideas presented in any Proposal submitted in response to this RFP, whether or not the Proposal is accepted. Proposals will be opened immediately following the due date and time.

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA

PUBLISH 10/30/2009

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BOARD OF COUNTY  
COMMISSIONERS  
SUMTER COUNTY, FLORIDA

#194482      October 30, 2009



RFP 142-0-2009/AT The Villages Sumter County Service Center bid opening meeting on 11-30-2009 at 10:05am in Room 142 located in the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Art Bisner with the Budget & Purchasing Office stated there were seventeen (17) bids received on time, zero (0) received late, three (3) No Proposals received, and three (3) proposals rejected that were sent via fax. Art stated there were six (6) addendums to be acknowledged and that four (4) packets total should be included with one (1) clearly marked as the original and three (3) marked as copies.

The bids were opened in no particular order as follows with verification of the 6 addendums and amount of packets included:

1. Feasterco Construction, Inc. 4 packets, 6 addendums, total price \$6,338,591.00
2. Boran Craig Barber Engel Construction, 4 packets, 6 addendums, total price \$6,291,158.00
3. McCorkle, 4 packets, 6 addendums, total price \$5,498,645.00
4. Jimerico Construction, 4 packets, 6 addendums, total price \$6,226,337.00
5. Roger B. Kennedy, 4 packets, 6 addendums, total price \$5,606,904.00
6. Genesis and Construction Management, Inc., 4 packets, 6 addendums, total price \$5,290,290.00
7. Diaz Fritz Isabel, 4 packets, 6 addendums, total price \$5,659,714.00
8. Frierson Contractor, Inc., 4 packets, 6 addendums, total price \$6,370,000.00
9. Creative Contractors, Inc., 4 packets, 6 addendums, total price \$5,760,000.00
10. Bollenbach Builders, Inc., 4 packets, 6 addendums, total price \$5,711,128.00
11. Emmett Sapp Builders, 4 packets, 6 addendums, total price \$5,389,945.00
12. SIKON Construction Company, 4 packets but one was not marked original three were marked as copies, 6 addendums, total price \$5,964,757.00
13. BBL Florida, 4 packets, 6 addendums, total price \$5,904,447.00
14. Edwards Construction Services, Inc., 4 packets, 6 addendums, total price \$5,672,628.00
15. J. Kokdakis Contracting, Inc., 4 packets, 6 addendums, total price \$5,688,000.00

16. Clancy & Theys Construction Company, 4 packets, 6 addendums, total price \$5,626,000.00

17. A.D. Morgan Co., 4 packets, 6 addendums, total price \$5,770,026.00

Art stated the Selection Review Committee would be meeting on 12-2-2009 at 10:00am in Room 142. Art stated to contact Amanda Taylor with questions relating to this bid or its process. Art stated the Board of Sumter County Commissioners would be voting at their meeting held on 12/8/2009 to enter into contract negotiations regarding this bid.

The meeting adjourned at 10:22am.

RFP 142-0-2009/AT New Construction for The Villages Sumter County Service Center Selection Review Committee Meeting held on 12/2/2009 at 10:00am in Room 142 at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

The Selection Committee members are as follows: Bradley Arnold, Douglas Conway, and Larry Krietemeyer.

Amanda Taylor with the Budget & Purchasing Office stated once a short list was made and scores were tallied a recommendation would be made to the Board of Sumter County Commissioners at their regular scheduled meeting for 12/8/2009. Amanda then turned the meeting over to the Selection Committee.

Brad stated how he scored the vendors based on the criteria laid out in the RFP. Brad shared his top four company's picks as follows: Edwards Construction Services, Inc., Emmett Sapp Builders, Clancy & Theys Construction, and J. Kokdakis Contracting.

Doug stated he went through the proposals using similar criteria for scoring and shared his top three company's picks as follows: Emmett Sapp Builders, Diaz Fritz Isabel, and Edwards Construction Services, Inc.

Larry stated he went through the proposals using similar criteria for scoring and shared his top four company's picks as follows: Emmett Sapp Builders, Edwards Construction Services, Inc., Diaz Fritz Isabel, and Roger B. Kennedy.

The Selection Committee entered into discussion as follows:

Brad stated he did not select Roger B. Kennedy as a top selection based on sub-surface conditions not covered under Form B, items missing from the CPM, and not sure what the contingency amount contained. Brad stated he did not select Diaz Fritz Isabel as a top selection based on no warranty information being contained in the proposal. Brad stated Clancy & Theys was his third top pick because the firm did a good job of laying out personnel working on this project with his team and good warranty statements. Brad stated that even though Genesis Construction, Inc. was the lowest priced bidder they submitted a proposal based on Form B missing items, CPM missing items, lack of demonstration of personnel managing the project, and not having completed a project of this magnitude, they were not a recommended vendor for his short list. Doug and Larry agreed with Brad's comments.

The Selection Committee agreed to cut their list down to Emmett Sapp Builders and Edwards Construction Services, Inc., since both firms were on everyone's short list and score them accordingly. Brad stated he was good with the scores he calculated. Larry stated he was good with the scores he calculated. Doug stated he wanted to rescore the top two vendors based on the discussion with the Selection Committee.

The scores are as follows:

	Emmett Sapp Builders	Edwards Construction Services, Inc.
Doug	4.8	4.25
Larry	4.55	4.44
Brad	4.45	4.60
TOTAL	13.8	13.29

The meeting adjourned at 10:40am.

## **Scoring Information for RFP 142-0-2009/AT**

<u>Criteria</u>	<u>Weight</u>
1. Contractor's Experience and Personnel / References	0.25
2. Warranty / Guarantee	0.05
3. Completeness of Proposal	0.15
4. Critical Path Schedule	0.15
5. Price	0.40

### SCORE:

0 = Non-Responsive

1 = Poor

2 = Fair

3 = Average (included only minimum of what was asked for on subject criteria)

4 = Good

5 = Excellent

The two vendors that were scored based on consensus from the Selection Review Committee were Emmett Sapp Builders and Edwards Construction Services, Inc.

The Selection Review Committee consisted of Bradley Arnold, Douglas Conway, and Larry Krietemeyer with KP Studio Architect.

Scores are as follows:

	<u>Emmett Sapp</u>	<u>Edwards Construction</u>
<u>Bradley Arnold</u>	4.45	4.60
<u>Doug Conway</u>	4.80	4.25
<u>Larry Krietemeyer</u>	4.55	4.44
<u>TOTALS</u>	<div>13.80</div>	<div>13.29</div>

**Breakdown of scores shown below:**

**For Bradley Arnold**

<u>Criteria</u>	<u>Weight</u>	Emmett		Edwards	
		<u>Sapp</u>	<u>Total</u>	<u>Const.</u>	<u>Total</u>
1. Contractor's Experience and Personnel / References	0.25	5	1.25	5	1.25
2. Warranty / Guarantee	0.05	0	0.00	5	0.25
3. Completeness of Proposal	0.15	5	0.75	5	0.75
4. Critical Path Schedule	0.15	3	0.45	5	0.75
5. Price	0.40	5	2.00	4	1.60
TOTALS			<b>4.45</b>		<b>4.60</b>

**For Douglas Conway**

<u>Criteria</u>	<u>Weight</u>	Emmett		Edwards	
		<u>Sapp</u>	<u>Total</u>	<u>Const.</u>	<u>Total</u>
1. Contractor's Experience and Personnel / References	0.25	5	1.25	5	1.25
2. Warranty / Guarantee	0.05	4	0.20	4	0.20
3. Completeness of Proposal	0.15	4	0.60	4	0.60
4. Critical Path Schedule	0.15	5	0.75	4	0.60
5. Price	0.40	5	2.00	4	1.60
TOTALS			<b>4.80</b>		<b>4.25</b>

**For Larry Krietemeyer**

<u>Criteria</u>	<u>Weight</u>	Emmett		Edwards	
		<u>Sapp</u>	<u>Total</u>	<u>Const.</u>	<u>Total</u>
1. Contractor's Experience and Personnel / References	0.25	4.75	1.1875	5	1.25
2. Warranty / Guarantee	0.05	2	0.10	5	0.25
3. Completeness of Proposal	0.15	4.75	0.71	4.75	0.71
4. Critical Path Schedule	0.15	5	0.75	5	0.75
5. Price	0.40	4.5	1.80	3.7	1.48
TOTALS			<b>4.55</b>		<b>4.44</b>

# **Document A101™ – 1997 Instructions**

## **Standard Form of Agreement Between Owner and Contractor**

*where the basis of payment is a STIPULATED SUM*

### **GENERAL INFORMATION**

**Purpose.** AIA Document A101–1997 is intended for use on construction projects where the basis of payment is a stipulated sum (fixed price). It is suitable for any arrangement between the Owner and Contractor where the cost has been set in advance, either by bidding or by negotiation.

**Related Documents.** This document has been prepared for use in conjunction with AIA Document A201™–1997, General Conditions of the Contract for Construction, which is adopted into A101–1997 by a specific reference. This integrated set of documents is suitable for most projects; however, for projects of limited scope, use of AIA Document A107™–1997 may be considered.

The A101–1997 document is used as one part of the Contract Documents that memorialize the Contract for Construction between the Owner and the Contractor. The other Contract Documents are:

- General Conditions (i.e., A201–1997)
- Supplementary Conditions
- Drawings
- Specifications
- Modifications

Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA's MASTERSPEC and AIA Document A511™, Guide for Supplementary Conditions.

AIA Document A101–1997 is published in conjunction with the following related documents:

- A201™–1997, General Conditions of the Contract for Construction
- A401™–1997, Standard Form of Agreement Between Contractor and Subcontractor
- A511, Guide for Supplementary Conditions
- A701™–1997, Instructions to Bidders
- B141™–1997, Standard Form of Agreement Between Owner and Architect
- B151™–1997, Abbreviated Standard Form of Agreement Between Owner and Architect
- C141™–1997, Standard Form of Agreement Between Architect and Consultant
- C142™–1997, Abbreviated Standard Form of Agreement Between Architect and Consultant

**Dispute Resolution—Mediation and Arbitration.** Through its adoption by reference of AIA Document A201–1997, this document contains provisions for mediation and arbitration of claims and disputes. Mediation is a non-binding process, but is mandatory under the terms of this agreement. Arbitration is mandatory under the terms of this agreement and binding in most states and under the Federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable but the parties may agree to arbitrate after the dispute arises. Even in those states, under certain circumstances (for example, in a transaction involving interstate commerce), arbitration provisions may be enforceable under the Federal Arbitration Act.

The AIA does not administer dispute resolution processes. To submit disputes to mediation or arbitration or to obtain copies of the applicable mediation or arbitration rules, call the American Arbitration Association at (800) 778-7879, or visit their Web site at [www.adr.org](http://www.adr.org).

**Why Use AIA Contract Documents.** AIA Contract Documents are the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. The documents reflect actual industry practices, not theory. They are state-of-the-art legal documents, regularly revised to keep up with changes in law and the industry—yet they are written, as far as possible, in everyday language. Finally, AIA contract documents are flexible: they are intended to be modified to fit individual projects, but in such a way that modifications are easily distinguished from the original, printed language.

**Use of Non-AIA Forms.** If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent among documents.

**Letter Forms of Agreement.** Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than 100 years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

**Standard Forms.** Most AIA documents published since 1906 have contained in their titles the words "Standard Form." The term "standard" is not meant to imply that a uniform set of contractual requirements is mandatory for AIA members or others in the construction industry. Rather, the AIA standard documents are intended to be used as fair and balanced baselines from which the parties can negotiate their bargains. As such, the documents have won general acceptance within the construction industry and have been uniformly interpreted by the courts. Within an industry spanning 50 states—each free to adopt different, and perhaps contradictory, laws affecting that industry—AIA documents form the basis for a generally consistent body of construction law.

**Use of Current Documents.** Prior to using any AIA document, the user should consult an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

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The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed A101–1997, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

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## CHANGES FROM THE PREVIOUS EDITION

A101–1997 revises the 1987 edition of A101 to reflect changes made in AIA Document A201–1997. It incorporates alterations proposed by architects, contractors, owners and professional consultants. The following are some of the significant changes made to the contents from the 1987 edition of A101:

**Throughout:** References in A101–1997 to the General Conditions refer specifically to A201–1997.

**Article 2:** The blank for exceptions to the Contractor's scope of Work has been eliminated.

**Article 3:** New emphasis is placed on the need to coordinate the date of commencement with the date of Substantial Completion. Space is also provided for bonus payments for early completion.

**Article 5:** Both progress payments and final payment are now covered in this article, entitled Payments. Payment of amounts not in dispute under Construction Change Directives is mandatory, as is release of retainage on completed Work at Substantial Completion. Advance payment to suppliers for materials and equipment not yet stored at the site is only permitted with the Owner's approval.

**Article 6:** Space is provided for identification of the Owner's and Contractor's representatives. Ten days' notice is required before a representative is changed.

## USING THE A101–1997 FORM

**Notices.** Prospective bidders should be informed of any additional provisions which may be included in A101–1997, such as for liquidated damages or for stored materials, by an appropriate notice in the Bidding Documents and the provisions for Supplementary Conditions.

**Modifications.** Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.



In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments. Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions.

Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes. Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits. By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

#### **Cover Page**

**Date:** The date represents the date the Agreement becomes effective. It may be the date an original oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. It will be the date from which the Contract Time is measured unless a different date is inserted under Section 3.1.

**Parties:** Parties to the Agreement should be identified using the full address and legal name under which this Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, limited liability, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached. Other information may be added, such as telephone numbers and electronic addresses.

**Project:** The proposed Project should be described in sufficient detail to identify: (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building usage; and (4) the size, capacity or scope of the Project.

**Architect:** As in the other Contract Documents, the Architect's full legal or corporate title should be used.

**Article 2 The Work of This Contract.** If portions of the Work are to be performed by persons or entities other than the Contractor, these should be indicated in the Supplementary Conditions.

**Article 3 Date of Commencement and Substantial Completion.** The following items should be included as appropriate:  
**§ 3.1** The date of commencement of the Work should be inserted if it is different from the date of the Agreement. It should not be earlier than the date of execution (signing) of the Agreement. After the first sentence, enter either the specific date of commencement of the Work, or if a notice to proceed is to be used, enter the sentence, "The date of commencement shall be stipulated by the notice to proceed." When time of performance is to be strictly enforced, the statement of starting time should be carefully weighed.

**§ 3.3** The time within which Substantial Completion of the Work is to be achieved may be expressed as a number of days (preferably calendar days) or as a specified date. If a specified date is used and the date of commencement is to be given in a notice to proceed, these dates must be carefully coordinated to allow sufficient time for completion of the Work. Any requirements for earlier Substantial Completion of portions of the Work should be entered here if not specified elsewhere in the Contract Documents.

Optionally, insert any provisions for liquidated damages relating to failure to complete on time, or for bonus payments for early completion. Liquidated damages are not a penalty to be inflicted on the Contractor, but must bear an actual and reasonably estimable relationship to the Owner's loss if construction is not completed on time. There is little or no legal precedent to support the proposition of linking a bonus with a penalty. If liquidated damages are to be assessed because delayed construction will result in actual loss to the Owner, the amount of damages due for each day lost should be entered in the Supplementary Conditions or the Agreement. Factors such as confidentiality or the need to inform subcontractors about the amount of liquidated damages will help determine the placement of such language. If provision for liquidated damages is included, it should be carefully drafted by the Owner's attorney. Such a provision may be based on the following sample language:

"The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)."

For further information on liquidated damages, penalties and bonus provisions, see AIA Document A511, Guide for Supplementary Conditions.

#### **Article 4 Contract Sum**

**§ 4.1** Enter the Contract Sum payable to the Contractor.

§ 4.2 Identify any alternates described in the Contract Documents and accepted by the Owner. If decisions on alternates are to be made subsequent to execution of A101-1997, attach a schedule showing the amount of each alternate and the date it expires.

§ 4.3 Enter any unit prices, cash allowances or cash contingency allowances. If unit prices are not covered in greater detail elsewhere in the Contract Documents, the following provision for unit prices is suggested:

"The unit prices listed below shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions."

Specific allowances for overhead and profit on Change Orders may be included under this section to forestall disputes over future Change Order costs.

## **Article 5 Payments**

§ 5.1.2 Insert the time period covered by each Application for Payment if it differs from the one given.

§ 5.1.3 Insert the time schedule for presenting Applications for Payment, and indicate due dates for making progress payments. The last day upon which Work may be included in an Application should normally be no less than 14 days prior to the payment date, in consideration of the 7 days required for the Architect's evaluation of an Application and issuance of a Certificate for Payment and the time subsequently accorded the Owner to make Payment in Article 9 of A201. The Contractor may prefer a few additional days to prepare the Application. Due dates for payment should be acceptable to both the Owner and Contractor. They should allow sufficient time for the Contractor to prepare an Application for Payment, for the Architect to certify payment, and for the Owner to make payment. They should also be in accordance with time limits established by this Article and Article 9 of A201-1997.

§ 5.1.6.1 Indicate the percent retainage, if any, to be withheld when computing the amount of each progress payment. The Owner frequently pays the Contractor the bulk of the earned sum when payments fall due, retaining a percentage to ensure faithful performance. These percentages may vary with circumstances and localities. The AIA endorses the practice of reducing retainage as rapidly as possible, consistent with the continued protection of all affected parties. See AIA Document A511, Guide for Supplementary Conditions, for a complete discussion.

§ 5.1.6.2 Insert any additional retainage to be withheld from that portion of the Contract Sum allocable to materials and equipment stored at the site. Payment for materials stored off the site should be provided for in a specific agreement and enumerated in Section 7.6. Provisions regarding transportation to the site and insurance protecting the Owner's interests should be included.

§ 5.1.8 Describe any arrangements to reduce or limit retainages indicated in Sections 5.1.6.1 and 5.1.6.2, if not explained elsewhere in the Contract Documents. A provision for reducing retainage should provide that the reduction will be made only if the Architect judges that the Work is progressing satisfactorily. If the Contractor has furnished a bond, demonstration of the surety's consent to reduction in or partial release of retainage must be provided before such reduction is effected. Use of AIA Document G707A™ is recommended.

§ 5.2.2 Insert the date by which Owner shall make final payment, if it differs from the one stated. When final payment is requested, the Architect should ascertain that all claims have been settled or should define those which remain unsettled. The Architect should obtain the Contractor's certification required by Article 9 of A201-1997 and must determine that, to the best of the Architect's knowledge and belief and according to the Architect's final inspection, the requirements of the Contract have been fulfilled.

## **Article 7 Miscellaneous Provisions**

§ 7.2 Enter any agreed-upon interest rate for overdue payments.

§ 7.3 Identify the Owner's representative and indicate how that person may be contacted.

§ 7.4 Identify the Contractor's representative and indicate how that person may be contacted.

§ 7.6 Insert other provisions here.

## **Article 8 Enumeration of Contract Documents**

A detailed enumeration of all Contract Documents must be made in this article.

## **EXECUTION OF THE AGREEMENT**

The Agreement should be executed in not less than triplicate by the Owner and the Contractor. The persons executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

# AIA® Document A101™ – 1997

## **Standard Form of Agreement Between Owner and Contractor** *where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the 8th day of December  
in the year of 2009  
(In words, indicate day, month and year)

**BETWEEN the Owner:**

(Name, address and other information)

Sumter County Board of County Commissioners  
910 N. Main St.  
Bushnell, FL 33513

**and the Contractor:**

(Name, address and other information)

Emmett Sapp Builders Inc.  
4430 NE 83rd Road  
Wildwood, FL 34785

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

**The Project is:**

(Name and location)

The Villages Sumter County Service Center

**The Architect is:**

(Name, address and other information)

KP Studio Architect, P.A.  
537 NE 8th Ave.  
Ocala, FL 34470

The Owner and Contractor agree as follows.

Init.

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## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

225 days after Notice To Proceed but no later than August 13, 2010 in accordance with RFP #142-0-2009/AT

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 225 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

225 days after Notice To Proceed but no later than August 13, 2010 in accordance with RFP #142-0-2009/AT

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five million three hundred eighty nine thousand nine hundred (\$ 5,389,945.00 ), subject to additions and deductions as provided in the Contract Documents. forty five dollars

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)*

In accordance with RFP #142-0-2009/AT The Villages Sumter County Service Center

§ 4.3 Unit prices, if any, are as follows:

N/A

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty ( 20 ) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows: All contract Close-Out Documents

## ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 7.3 The Owner's representative is:  
(Name, address and other information)

Douglas L. Conway  
Project Manager

§ 7.4 The Contractor's representative is:  
(Name, address and other information)

Shelton Crow  
Project Manager

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

In accordance with RFP #142-0-2009/AT The Villages Sumter County Service Center

## ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
In accordance with RFP #142-0-2009/AT	The Villages	Sumter County Service Center

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
In accordance with RFP #142-0-2009/AT	The Villages	Sumter County Service Center

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
In Accordance with RFP #142-0-2009/AT	The Villages	Sumter County Service Center



§ 8.1.6 The Addenda, if any, are as follows:

Number

Date

Pages

In accordance with RFP #142-0-2009/AT The Villages Sumter County Service Center

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

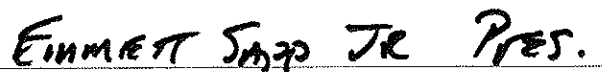
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

  
CONTRACTOR (Signature)

(Printed name and title)

  
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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**ORIGINAL**

*PROPOSAL PREPARED FOR:*

**BOARD OF SUMTER COUNTY COMMISSIONERS  
BUDGET & PURCHASING DEPARTMENT  
910 N MAIN STREET  
BUSHNELL, FLORIDA 33513**

---

**THE VILLAGES  
SUMTER COUNTY SERVICE CENTER  
RFP 142-0-2009/AT**

---

*PROPOSAL PREPARED BY:*

**EMMETT SAPP BUILDERS INC  
4430 NE 83<sup>RD</sup> ROAD  
WILDWOOD, FLORIDA 34785**



**PART 4**  
**PROPOSAL DOCUMENTS**  
**PROPOSAL COVER PAGE**

<b>Name of Firm, Entity or Organization:</b> <div style="text-align: center; margin-top: 5px;"><b>EMMETT SAPP BUILDERS, INC.</b></div>	
<b>Federal Employer Identification Number (FEIN):</b> 59-2757280	
<b>State of Florida License Number (If Applicable):</b> CBC055340	
<b>Name of Contact Person:</b> Emmett Sapp, Jr.	
<b>Title:</b> President	
<b>E-Mail Address:</b> esapp@emmettsappbuilders.com	
<b>Mailing Address:</b> 4430 NE 83 <sup>rd</sup> Road	
<b>Street Address (if different):</b>	
<b>City, State, Zip:</b> Wildwood, FL 34785	
<b>Telephone:</b> 352-748-1949	<b>Fax:</b> 352-748-1065
<b>Organizational Structure – Please Check One:</b>	
Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>	
<b>If Corporation:</b>	
<b>Date of Incorporation:</b> December, 1986 <b>State of Incorporation:</b> Florida	
<b>States Registered in as Foreign Corporation:</b>	
<b>Authorized Signature:</b>	
<b>Print Name:</b> <u>Emmett Sapp, Jr.</u>	
<b>Signature:</b> 	
<b>Title:</b> <u>President</u>	
<b>Phone:</b> <u>352-748-1949</u>	
<b><i>This document must be completed and returned with your Submittal.</i></b>	

PROPOSAL FORM

THE UNIVERSITY OF TEXAS AT AUSTIN

1. NAME OF THE ORGANIZATION: \_\_\_\_\_

2.

**PART 6**  
**EXHIBITS**  
**The Villages Sumter County Service Center**  
**Exhibit A**  
**Proposal Form**

To: Bradley Arnold, County Administrator  
910 N. Main Street, Bushnell, FL 33513  
Telephone: (352) 793-0200  
Fax: (352) 793-0207

Re: **RFP # 142-0-2009/AT The Villages Sumter County Service Center**

Dear Mr. Arnold:

1. Having carefully examined all the drawings and specifications prepared by KP Studio Architect, for each of the projects listed above:  
And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for the Lump Sum Amount of:  
  
Five Million, Three Hundred Eighty Nine Thousand, Nine Hundred Forty Five Dollars (\$5,389,945.00)  
1B) Division 1100 Alterations; Provide amount associated with each of the following:
  1. Deduct: \$18,941.00
  2. Deduct: \$10,100.00
  3. Deduct: \$23,390.00
  4. Deduct: \$ 1,674.00
  5. Deduct: \$ 5,343.00
  6. Deduct: \$ 300.00
  7. Deduct: \$14,500.00
  8. Deduct: \$ 3,795.00
  9. Deduct: \$14,000.00
2. The construction period shall be agreed to as indicated by project, by calendar days, from Notice to Proceed to substantial completion for issuance of Building Certificate of Occupancy. Weather delays will be given where such delays exceed published national weather service norms for the same period, per the terms of the contract documents.
  - A) Sumter County The Villages Sumter County Service Center – 225 days, but no later than August 13, 2010.
3. In submitting this Proposal, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any and all proposals.
4. The Contractor hereby acknowledges the receipt of Addenda No. 1-6 issued during the proposal period and certifies their inclusion in the proposal. (Indicate "NONE" if no addendums were received).
5. The Undersigned agrees that this proposal will hold good for sixty (60) days from due date.
6. All request for information (RFI's) will be sent to Mrs. Amanda Taylor for response.

Date: November 30, 2009

Emmett Sapp Builders, Inc.

Contractor

By: Emmett Sapp, Jr.

Title: President

Telephone: 352-748-1949

Address: 4430 NE 83<sup>rd</sup> Road

Wildwood, FL 34785

1

***This document must be completed and returned with your Submittal.***

EXHIBIT B  
SUMTER COUNTY BOCC  
PROJECT -  
THE VILLAGES SUMTER  
COUNTY SERVICE CENTER  
FORM - 311  
PREPARED BY

DIV #	ACCOUNT DESCRIPTION <b>THE VILLAGES SUMTER COUNTY SERVICE CENTER</b>	QTY	UNIT  RATE	BID  AMOUNT
710	GENERAL CONDITIONS			155,200.00
1310	PERMITS – STATE			500.00
1311	BONDS			35,000.00
1312	INSURANCE			18,000.00
1313	OVERHEAD AND PROFIT			260,000.00
1500	TEMPORARY FACILITIES			16,300.00
1701	CLEANING			7,500.00
2010	SUBSURFACE CONDITIONS			21,427.00
2220	EXCAVATION, FILLING, COMPACTION			33,414.00
2250	SOIL POISONING			6,500.00
2510	WATER DISTRIBUTION			66,494.00
2530	SANITARY SEWAGE			91,613.00
2600	STORM WATER DRAINAGE			128,505.00
2700	ASPHALT, BASE, SUB-BASE & CURBS			239,011.00
2775	SIDEWALKS			41,971.00
2810	IRRIGATION SYSTEM			71,914.00
2825	ORNAMENTAL METAL FENCE SYSTEM			23,516.00
2870	BENCHES			5,795.00
2920	LAWNS & GRASSES			29,514.00
2930	SHRUBS AND TREES			102,375.00
3300	CAST-IN-PLACE CONCRETE			169,047.00
4210	BRICK MASONRY			69,385.00
4230	REINFORCED MASONRY			15,525.00



4720	CAST STONE MASONRY			25,000.00
5120	STRUCTURAL STEEL FRAMING			206,439.00
5210	STEEL JOIST FRAMING			85,000.00
5310	STEEL DECKING			29,458.00
5400	COLD-FORMED METAL FRAMING			281,770.00
5500	MISCELLANEOUS METALS			Included
5730	DECORATIVE METAL RAILINGS			25,441.00
5800	EXPANSION JOINT COVERS			2,500.00
6100	ROUGH CARPENTRY			19,800.00
6200	FINISH CARPENTRY			3,900.00
62614	SOLID MINERAL PROFILE PANELING (MODULAR ART)			5,316.00
6402	INTERIOR ARCHITECTURAL WOODWORK			169,405.00
6442	MOLDED MILLWORK			72,065.00
6610	FIBERGLASS COLUMN COVERS			34,872.00
6670	CELLULAR (PVC) FABRICATIONS			Included
7120	MASONRY WATERPROOFING			500.00
7150	DAMPPROOFING			500.00
7300	ASPHALT SHINGLES			11,685.00
7500	MEMBRANE ROOFING			217,315.00
7900	CAULKING & SEALANTS			Included
8000	DOORS & WINDOWS			Included
8100	METAL FRAMES & DOORS			14,923.00
8200	WOOD DOORS (FLUSH)			27,986.00
8300	SPECIAL DOORS			3,732.00
8310	ACCESS DOORS AND FRAMES			Included
8352	SECURITY FOLDING DOOR			13,550.00
8401	ENTRANCES & STOREFRONT			37,670.00
8710	FINISH HARDWARE SCHEDULE			35,491.00
8800	GLASS & GLAZING			104,382.00
8817	FIRE RATED GLASS-20			1,065.00
8818	FIRE RATED GLASS – FIRELITE PLUS			1,800.00
9100	LATH, PLASTER & STUCCO			135,895.00
9250	GYPSUM DRYWALL			160,000.00
9271	GYPSUM BOARD			Included

	ACCESSORIES			
9300	CERAMIC TILE			80,000.00
9505	ACOUSTICAL CEILING TILE AND GRID SYSTEM			102,187.00
9650	RESILIENT FLOORING			18,030.00
9680	CARPETING			110,520.00
9726	TACKABLE WALL COVERINGS			819.00
9910	PAINTING INTERIOR			27,138.00
9911	PAINTING EXTERIOR			20,042.00
10150	TOILET COMPARTMENTS			7,846.00
10350	FLAGPOLES			19,145.00
10400	IDENTIFYING DEVICES			14,221.00
10520	FIREFIGHTING DEVICES			2,944.00
10550	POSTAL BOXES			2,828.00
10612	EXTERIOR TRAFFIC BOLLARDS			600.00
10800	TOILET & BATH ACCESSORIES			5,437.00
11050	LIBRARY EQUIPMENT			14,500.00
11100	DRIVE-THRU AND DEPOSIT EQUIPMENT			14,584.00
11102	ENTRY SYSTEM			316.00
11106	SLAT WALL			2,000.00
11310	VIDEO PROJECTOR & PROJECTION SCREENS			30,000.00
11900	RESIDENTIAL EQUIPMENT			2,685.00
12484	ENTRANCE MATS AND GRIDS			9,584.00
13281	TESTING			8,000.00
14240	HYDRAULIC ELEVATORS			42,445.00
15050	BASIC MECHANICAL MATERIALS AND METHODS			Included
15250	MECHANICAL INSULATION			42,500.00
15300	FIRE PROTECTION			53,800.00
15400	PLUMBING FIXTURES AND EQUIPMENT			72,000.00
15500	HEATING, VENTILATING, AND AIR CONDITIONING			341,093.00
15750	HEAT TRANSFER EQUIPMENT			Included
15850	AIR HANDLING EQUIPMENT			81,521.00
15880	AIR DISTRIBUTION			50,000.00
15950	CONTROLS			88,840.00

15990	TESTING, ADJUSTING, AND BALANCING			11,760.00
16050	BASIC ELECTRICAL MATERIALS AND METHODS			361,263.00
16200	POWER GENERATION - BUILT- UP SYSTEMS			39,000.00
16400	SERVICE AND DISTRIBUTION			55,000.00
16500	LIGHTING			47,000.00
16600	SPECIAL SYSTEMS			69,500.00
16700	COMMUNICATIONS			68,750.00
				-
	SUB -TOTAL PROJECT COST			5,253,864.00
	CONTINGENCY @ %			136,081.00
	TOTAL BASE BID AMOUNT			5,389,945.00

# MPA

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## M I C H A E L P A P E & A S S O C I A T E S , P A

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LAND PLANNING • SITE DESIGN • LANDSCAPE ARCHITECTURE

### BID FORM

Sumter County Service Center  
Wild wood, Florida  
MPA #3673

BIDDER: Emmett Sapp Builders, Inc.  
352-748-1949

#### BID FORM NOTES:

1. See plan for landscaping unit specifications.
2. Bid prices shall include all required equipment, material, labor, and other costs as necessary to perform the contract work in accordance with the plans and specifications
3. **Unit prices are required where noted.** Incomplete bids may not be acceptable. Where required, mulch, sod, and other quantities shall be bid as lump sum, based on the amount needed for the areas indicated to achieve the design intent of the plans. Associated unit prices may be used for changes in the extent of work.

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>ITEM TOTAL</u>
<b>A. Site Preparation:</b>				
Finish Grading, Herbiciding, etc.	1	-LS-		\$ 300.00
Addition of Planting Mix/Peat: (refer to Specs, Section 2.2B, Part3, Item H)	20± *	cy	\$ 20.00	\$ 400.00
Root Barrier	1	-LS-		\$ 2,500.00
<b>Site Preparation Total:</b>				\$ 3,200.00
<b>B. Irrigation:</b>				
4" Irrigation well with submersible pump (220v, Single Phase) to provide 65gpm at 55 psi with Cycle Stop	1	-LS-		\$ 66,339.00
	1	LS-		\$ 5,250.00
Controller Grounding	1	-LS-		\$ 325.00
<b>Irrigation Total:</b>				\$ 71,914.00

\*(Quantity required per bidder).

### C. Landscaping

Blueberry Flax Lily	389	ea	\$ 6.00	\$ 2,334.00
Boxwood	552	ea	\$ 20.00	\$ 11,040.00
Chinese Fringe Bush, standard	4	ea	\$ 150.00	\$ 600.00
Cordgrass	689	ea	\$ 6.00	\$ 4,134.00
Crape Myrtle, pink, standard	4	ea	\$ 120.00	\$ 480.00
Crape Myrtle, lavender, standard	12	ea	\$ 120.00	\$ 1,440.00
Crape Myrtle, white, standard	12	ea	\$ 120.00	\$ 1,440.00
Crape Myrtle, white, standard	4	ea	\$ 155.00	\$ 620.00
Dwarf Confederate Jasmine	10,754	ea	\$ 2.50	\$ 26,885.00
Dwarf Nandina	18	ea	\$ 6.00	\$ 108.00
Dwarf Walters Viburnum	299	ea	\$ 20.00	\$ 5,980.00
Little Gem Magnolia	2	ea	\$ 220.00	\$ 440.00
Ligustrum, tree-type	5	ea	\$ 185.00	\$ 925.00
Ligustrum, tree-type	2	ea	\$ 275.00	\$ 550.00
D.D. Blanchard Magnolia	4	ea	\$ 1,300.00	\$ 5,200.00
Arabesque Miscanthus	40	ea	\$ 8.50	\$ 340.00
Heavenly Bamboo	9	ea	\$ 20.00	\$ 180.00
Parson's Juniper	194	ea	\$ 6.00	\$ 1,164.00
Japanese Yew	7	ea	\$ 87.00	\$ 609.00
Japanese Yew	20	ea	\$ 130.50	\$ 2,610.00
Live Oak	65	ea	\$ 95.00	\$ 6,175.00
Indian Hawthorn, white	608	ea	\$ 6.00	\$ 3,648.00
Society Garlic	421	ea	\$ 3.00	\$ 1,263.00
Sabal Palm	91	ea	\$ 100.00	\$ 9,100.00
Sweet Viburnum	336	ea	\$ 45.00	\$ 15,120.00
Zoysia 'Empire'	<u>54,800 ± *</u>	sf	\$ 0.31	\$ 16,988.00
Argentine Bahia	<u>21,800 ± *</u>	sf	\$ 0.17	\$ 3,706.00
Rock over Landscape Fabric	1	-LS-		\$ 810.00
Pine Straw	<u>2,000 ± *</u>	bale	\$ 4.00	\$ 8,000.00

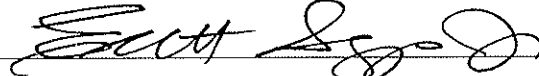
**Landscaping Total:** **\$ 131,889.00**

\*(Quantity required per bidder).

**JOB TOTAL:** **\$ 203,803.00**

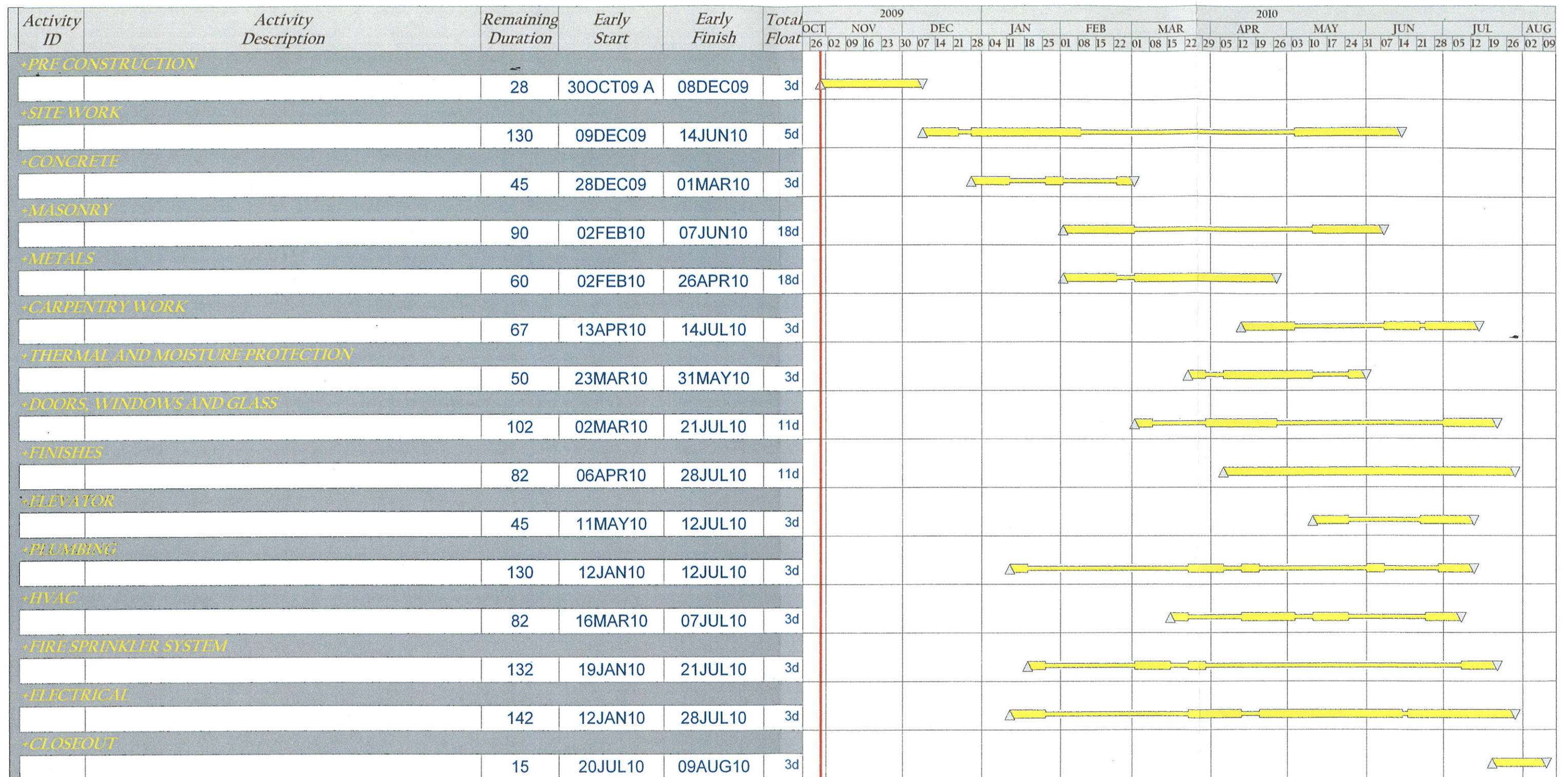
**Alternates**

Boxwood #3	ea	\$ 6.00
Dwarf Confederate Jasmine 4"	ea	\$ 1.75
Dwarf Walters Viburnum #3	ea	\$ 6.00
Washington Palm 12'	ea	\$ 320.00
Washington Palm 14'	ea	\$ 360.00
Washington Palm 16'	ea	\$ 440.00

BIDDER: Emmett Sapp Jr., Emmett Sapp Builders, Inc.SIGNATURE:  DATE: 11/30/09ADDRESS: 4430 N.E. 83<sup>rd</sup> Road, Wildwood, Fl PHONE: 352-748-1949





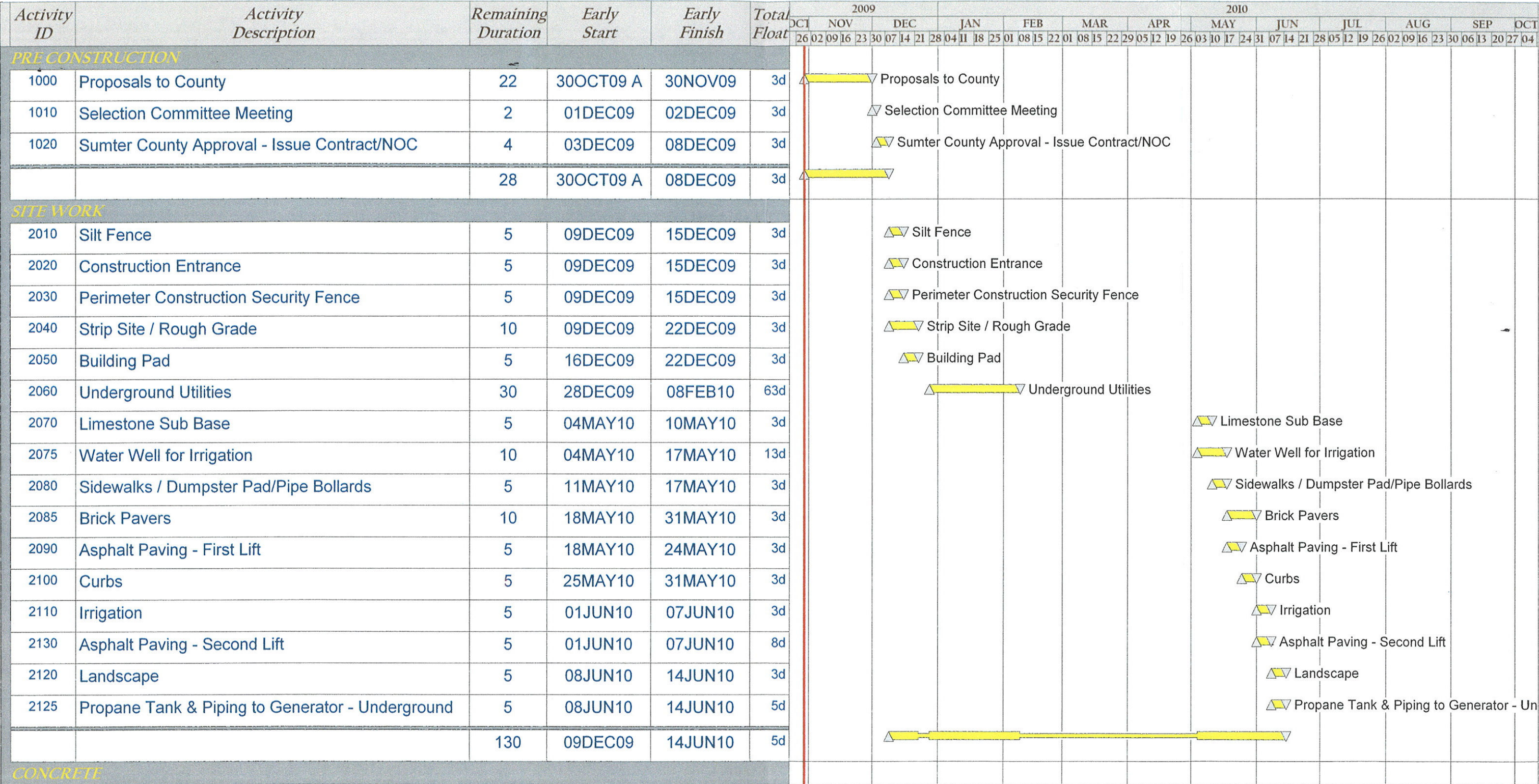


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 Finish date 09AUG10  
 Must finish date 13AUG10  
 Data date 30OCT09  
 Page number 1A  
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**THE VILLAGES SUMTER COUNTY SERVICE CENTER**  
**EMMETT SAPP BUILDERS, INC**

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THE VILLAGES SUMTER COUNTY SERVICE CENTER

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EXCEPTIONS OR  
DEVIATIONS

## THE VILLAGES SUMTER COUNTY SERVICE CENTER

### EXCEPTIONS OR DEVIATIONS

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1. Due to the fact that the following sections were not included in the bid form we have included these in the contingency portion of the bid form:
  - A. 07200 (Poly Spray Insulation)
  - B. 07214 (Masonry Insulation)
  - C. 07215 (Acoustical Insulation)
  - D. 07701 (Preformed Soffit)
  - E. 07710 (Cupola)
  
2. The following are submitted as Voluntary Alternates:
  - A. Roofing: Install GAFTPO Roof System in lieu of specified Duro-Last System. Deduct \$ 50,000.00
  
  - B. Interior Architectural Woodwork: Change to particle board construction in all areas except sink base cabinets and wet area countertops. Deduct \$ 5,000.00
  
  - C. Glass & Glazing: Use 1/4" Monolithic without Low-E in lieu of 1" insulated with Low-E. Deduct \$ 13,610.00
  
  - D. Acoustical Ceilings: In lieu of Cirrus High Recycled Contact Ceiling Panels install Armstrong Cirrus Tegular Edge 2x2x3/4 Ceiling Panels. Deduct \$ 6,000.00
  
  - E. In lieu of specified Cupola install Architectural Fiberglass Inc. Cupola. Deduct \$ 11,000.00



**PROPOSER'S  
CERTIFICATION**

## PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners  910 North Main Street Bushnell, Florida, 33513 Phone 352-793-0200 Fax 352-793.0207		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  REQUEST FOR PROPOSAL (RFP) CERTIFICATION  AND ADDENDA ACKNOWLEDGMENT	
<b>DUE DATE: November 30, 2009</b>		<b>DUE TIME: 10:00 AM</b>	
<b>RFP # 142-0-2009/AT</b>			
<b>TITLE: RFP # 142-0-2009/AT The Villages Sumter County Service Center</b>			
<b>VENDOR NAME:</b> <b>Emmett Sapp Builders, Inc.</b>		<b>PHONE NUMBER:</b> <b>352-748-1949</b>	
<b>VENDOR MAILING ADDRESS:</b> <b>4430 NE 83<sup>rd</sup> Road</b>		<b>FAX NUMBER:</b> <b>352-748-1065</b>	
<b>CITY/STATE/ZIP:</b> <b>Wildwood, FL 34785</b>		<b>E-MAIL ADDRESS:</b> <b>esapp@emmettsappbuilders.com</b>	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>			
<u>1 &amp; 2</u> Addendum #	<u>3</u> Addendum #	<u>4</u> Addendum #	<u>5</u> Addendum #
<u>6</u> Addendum #			
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>			
<b>Emmett Sapp, Jr., President</b> _____ Authorized Agent Name, Title (Print)		 _____ Authorized Signature	<b>11/30/09</b> _____ Date
<b><i>This form must be completed and returned with your Submittal</i></b>			





## STATEMENT OF TERMS AND CONDITIONS

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless Board of Sumter County Commissioners, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the tenant.

**PROHIBITION OF LOBBYING:** During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Budget & Purchasing Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Budget & Purchasing Manager.

**ANTI TRUST LAWS:** By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

**CONFLICT OF INTEREST:** The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

**INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Budget & Purchasing Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer/Bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposal/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

**GOVERNING LAWS AND REGULATIONS:** The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

**PROPRIETARY/CONFIDENTIAL INFORMATION:** Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Budget & Purchasing Manager at (352) 793-0200. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

**TAXES:** The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

**NON-COLLUSION DECLARATION:** By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

**PROPOSER RESPONSIBILITY:** Invitation by the Boards to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

**OWNERSHIP OF SUBMITTALS:** All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

**EXAMINATION OF BID DOCUMENTS:** Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

**VENDOR RESPONSIBILITY:** Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Budget & Purchasing Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

**DRUG FREE WORKPLACE:** All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

**BOARD OF SUMTER COUNTY COMMISSIONERS,** are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

**PUBLIC RECORDS LAW:** Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

**VERIFICATION OF TIME:** Nextel time is hereby established as the Official Time of the Boards.

**PREPARATION OF PROPOSALS/BIDS:**

**Signature of the Bidder:** The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as \_\_\_\_\_" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

**Basis for Bidding:** The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

**Total Proposed Price/Total Contract Sum Proposed:** If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

**TABULATION:** Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

**OBLIGATION OF WINNING BIDDER:** The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

**AWARD OF BID:** It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

**ADDITIONAL REQUIREMENTS:** The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

**PREPARATION COSTS:** The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

**TIMELINESS:** All work will commence upon authorization from the Boards' representative (Budget & Purchasing Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

**DELIVERY:** All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

**ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):**

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

**PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the Budget & Purchasing Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

**MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Budget & Purchasing Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Budget & Purchasing Manager, or designated representative.

**QUANTITIES:** The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

**SAMPLES:** Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

**DOCUMENT RE-CREATION:** Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:



(Signature and Date)

11/30/09

**This document must be completed and returned with your Submittal**



**SUBCONTRACTORS  
& SUPPLIERS**

***This document must be completed and returned with your Submittal***  
**DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS**

A COPY OF THE SUBCONTRACTOR'S LICENSE INFORMATION MUST BE SUBMITTED WITH THE RFP, IN ORDER FOR SUMTER COUNTY TO VERIFY THAT THE SUBCONTRACTORS ARE IN FACT LICENSED TO PERFORM THEIR TRADE SCOPE OF WORK. PLEASE PROVIDE THE TYPE OF WORK THE SUBCONTRACTOR WILL BE COMPLETING ALONG WITH THEIR CONTRACTOR'S LICENSE NUMBER. EACH PROPOSAL WILL BE RANKED IN PART BY THE SUBCONTRACTORS LISTED; THE GENERAL CONTRACTOR WILL NOT BE ALLOWED TO CHANGE A SUB WITHOUT THE WRITTEN APPROVAL OF SUMTER COUNTY. FAILURE TO PROVIDE A COMPLETE SUBCONTRACTOR LIST FOR ALL TRADES WILL ADVERSELY IMPACT THE GENERAL CONTRACTOR'S SCORE.

Name of Firm Submitting Proposal:

EMMETT SAPP BUILDERS, INC.

(Print or Type)

Name of Person Submitting Proposal:

EMMETT SAPP, JR.

(Print or Type)

Please list **all Subcontractors**, or Material \ Equipment Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.

<b>Name of Firm or Agency:</b>	<b>UTILITY SYSTEMS CONSTRUCTION</b>
Address:	925 Walker Road, Wildwood, FL 34785
Telephone:	352.748.3502
Contractor's License number(TBA) & Trade:	<b>SITE WORK</b>
Contact Name / Title:	Carl West, Estimator
<b>Name of Firm or Agency:</b>	<b>TIMBERSCAPES</b>
Address:	36005 Timbertop Lane, Fruitland Park, FL 34731
Telephone:	352.516.3042
Contractor's License number & Trade:	<b>#8760026356 - LANDSCAPE &amp; IRRIGATION</b>
Contact Name / Title:	David Shank, Owner
<b>Name of Firm or Agency:</b>	<b>ALEX-COR, INC.</b>
Address:	1460 William Street, Leesburg, FL 34748
Telephone:	352.326.9566
Contractor's License number & Trade:	<b>#C2648 - CONCRETE</b>
Contact Name / Title:	Todd Cory, President

<b>Name of Firm or Agency:</b>	<b>UNITED MASONRY, INC.</b>
Address:	13096 SE US Hwy 301, Belleview, FL 34420
Telephone:	352.245.2041
Contractor's License number & Trade:	#13478 - <b>CONCRETE TIE BEAMS</b>
Contact Name / Title:	Brian Kendall, Owner

<b>Name of Firm or Agency:</b>	<b>UNITED MASONRY, INC.</b>
Address:	13096 SE US Hwy 301, Belleview, FL 34420
Telephone:	352.245.2041
Contractor's License number & Trade:	#13478 - <b>MASONRY</b>
Contact Name / Title:	Brian Kendall, Owner

<b>Name of Firm or Agency:</b>	<b>UNITED MASONRY, INC.</b>
Address:	13096 SE US Hwy 301, Belleview, FL 34420
Telephone:	352.245.2041
Contractor's License number & Trade:	#13478 – <b>PRE-CAST WALL PANELS</b>
Contact Name / Title:	Brian Kendall, Owner

<b>Name of Firm or Agency:</b>	<b>QBT INDUSTRIAL FABRICATION, INC.</b>
Address:	1323 No. Jefferson Street, Dublin, GA 31021
Telephone:	478.275.4900
Contractor's License number & Trade:	#09-00002556- <b>STRUCTURAL STEEL, JOIST, DECKING</b>
Contact Name / Title:	Chris Howell – Project Manager

<b>Name of Firm or Agency:</b>	<b>EMMETT SAPP BUILDERS, INC.</b>
Address:	4430 NE 83 <sup>rd</sup> Road, Wildwood, FL 34785
Telephone:	352.748.1949
Contractor's License number & Trade:	#CBC055340 - <b>LIGHT GAGE METAL FRAMING METAL STUDS</b>
Contact Name / Title:	Emmett Sapp, Jr. - President

<b>Name of Firm or Agency:</b>	<b>EMMETT SAPP BUILDERS, INC.</b>
Address:	4430 NE 83 <sup>rd</sup> Road, Wildwood, FL 34785
Telephone:	352.748.1949
Contractor's License number & Trade:	#CBC055340 – <b>ROUGH CARPENTRY</b>
Contact Name / Title:	Emmett Sapp, Jr. - President

<b>Name of Firm or Agency:</b>	<b>RAINBOW CABINETS</b>
Address:	4690 NE 35 <sup>th</sup> Street, Ocala, FL 34479
Telephone:	352.236.4044
Contractor's License number(TBA) & Trade:	<b>CASEWORK</b>
Contact Name / Title:	Mark Allin, Estimator

<b>Name of Firm or Agency:</b>	<b>MODULAR ARTS, INC.</b>
Address:	4215 – 23 <sup>rd</sup> Avenue West, Seattle, WA 98199
Telephone:	206.788.4210
Contractor's License number(TBA) & Trade:	<b>SOLID MINERAL PROFILE PANELING MODULAR ART</b>
Contact Name / Title:	Not listed on quote
<b>Name of Firm or Agency:</b>	<b>A+ ALL PRO ROOFING</b>
Address:	4630 NE 35 <sup>th</sup> St., Ocala, FL 34479
Telephone:	352.236.2719
Contractor's License number & Trade:	<b>#CCCA57974 - MEMBRANE ROOF SYSTEM ASPHALT SHINGLES</b>
Contact Name / Title:	Jeffrey Tackett, Owner
<b>Name of Firm or Agency:</b>	<b>DYLONA INSULATION</b>
Address:	2800 S. Orange Blossom Trail, Orlando, FL 32805
Telephone:	888.608.6446
Contractor's License number(TBA) & Trade:	<b>BUILDING INSULATION</b>
Contact Name / Title:	Horacio Hoyos, Operations Manager
<b>Name of Firm or Agency:</b>	<b>MUNNS MANUFACTURING, INC.</b>
Address:	P.O. Box 477, Garland, UT 84312
Telephone:	435.257.5673
Contractor's License number(TBA) & Trade:	<b>CUSTOM FABRICATED CUPOLAS</b>
Contact Name / Title:	Rick Jeppesen, Estimator
<b>Name of Firm or Agency:</b>	<b>MILLS &amp; NEBRASKA</b>
Address:	2721 Regent St., Orlando, FL 32804
Telephone:	407.298.5600
Contractor's License number(TBA) & Trade:	<b>DOORS, FRAMES, HARDWARE</b>
Contact Name / Title:	Rob Duncan, Salesman
<b>Name of Firm or Agency:</b>	<b>SERVICE GLASS OF OCALA, INC.</b>
Address:	3660 NE 42 <sup>nd</sup> Lane, Ocala, FL 34479
Telephone:	352.629.9080
Contractor's License number & Trade:	<b>#OC6299080 - STOREFRONT WINDOWS, GLASS &amp; GLAZING</b>
Contact Name / Title:	Ed Lutz, Estimator
<b>Name of Firm or Agency:</b>	<b>WON-DOOR CORPORATION</b>
Address:	1865 South 3480 West, Salt Lake City, UT 84104
Telephone:	800.453.8494
Contractor's License number(TBA) & Trade:	<b>SECURITY FOLDING DOOR</b>
Contact Name / Title:	Eric Eiffert, Estimator



<b>Name of Firm or Agency:</b>	<b>MASTER OF PLASTER, INC.</b>
Address:	P.O. Box 238, Fruitland Park, FL 34731
Telephone:	352.365.0048
Contractor's License number & Trade:	#7490002745 - <b>STUCCO</b>
Contact Name / Title:	Joseph Marsh, President

<b>Name of Firm or Agency:</b>	<b>MASTER SERVICES ENTERPRISES, INC.</b>
Address:	P.O. Box 491911, Leesburg, FL 34749
Telephone:	352.308.7473
Contractor's License number & Trade:	#75000002981 – <b>DRYWALL / LIGHT GAUGE METAL FRAMING</b>
Contact Name / Title:	Yousef Ishak, President

<b>Name of Firm or Agency:</b>	<b>ACOUSTI ENGINEERING CO. OF FLORIDA</b>
Address:	14100 NW 126 Ter, Alachua, FL 32615
Telephone:	386.462.9900
Contractor's License number(TBA) & Trade:	<b>ACOUSTICAL TILE CEILINGS</b>
Contact Name / Title:	Robert K. Carter, Jr., Project Manager

<b>Name of Firm or Agency:</b>	<b>PENN FLOORING</b>
Address:	1201 SW 17 <sup>th</sup> Street, Ocala, FL 34474
Telephone:	352.351.3420
Contractor's License number(TBA)& Trade:	<b>FLOORING</b>
Contact Name / Title:	Craig Stewart, Estimator

<b>Name of Firm or Agency:</b>	<b>GREAT LAKES CARPET &amp; TILE, INC.</b>
Address:	4411 NE 83 <sup>rd</sup> Rd., Wildwood, FL 34785
Telephone:	352.753.7502
Contractor's License number(TBA) & Trade:	<b>TILE</b>
Contact Name / Title:	Terry O'Brien, Estimator

<b>Name of Firm or Agency:</b>	<b>ROYAL DÉCOR COMPANY, INC.</b>
Address:	P.O. Box 186, Wildwood, FL 34785
Telephone:	352.504.7510
Contractor's License number (N/A) & Trade:	<b>PAINTING</b>
Contact Name / Title:	Mike Peck, Owner

<b>Name of Firm or Agency:</b>	<b>TOP LINE PARTITIONS</b>
Address:	5546 Goldenwood Drive, Orlando, FL 32817
Telephone:	321.303.5979
Contractor's License number(TBA) & Trade:	<b>TOILET PARTITIONS</b>
Contact Name / Title:	Rick, Estimator

<b>Name of Firm or Agency:</b>	<b>DIVISION 10 DISTRIBUTORS</b>
Address:	P.O. Box 140130, Gainesville, FL 32614-0130
Telephone:	352.375.4073
Contractor's License number(TBA) & Trade:	<b>TOILET ACCESSORIES</b>
Contact Name / Title:	John Martin, Estimator

<b>Name of Firm or Agency:</b>	<b>ENVIRONMENTAL GRAPHICS, INC.</b>
Address:	11232 Challenger Ave., Odessa, FL 33556
Telephone:	727.376.5596
Contractor's License number(TBA) & Trade:	<b>SIGNAGE-INTERIOR / EXTERIOR SIGNAGE &amp; PLAQUES</b>
Contact Name / Title:	Shawn O. Warren, Sales Rep.

<b>Name of Firm or Agency:</b>	<b>FLAGS AND POLES INTERNATIONAL</b>
Address:	346 Saehler Drive, Minnesota City, MN 55959
Telephone:	800.454.4095
Contractor's License number(TBA) & Trade:	<b>FLAGPOLES</b>
Contact Name / Title:	Joann Ziegeweid, Sales Mgr & Co-Owner

<b>Name of Firm or Agency:</b>	<b>SALBURY INDUSTRIES</b>
Address:	1010 East 62 <sup>nd</sup> Street, Los Angeles, CA 90001
Telephone:	1.800.624.5299
Contractor's License number(TBA) & Trade:	<b>POSTAL BOXES</b>
Contact Name / Title:	Not listed on quote

<b>Name of Firm or Agency:</b>	<b>KINGSLEY COMPANY</b>
Address:	813 Towne Center Drive, Pomona, CA 91767
Telephone:	909.445.1240
Contractor's License number(TBA) & Trade:	<b>LIBRARY EQUIPMENT</b>
Contact Name / Title:	Not listed on quote

<b>Name of Firm or Agency:</b>	<b>PREMIER SECURITY SERVICES, INC.</b>
Address:	2634 Success Drive, Odessa, FL 33556
Telephone:	727.375.7201
Contractor's License number(TBA) & Trade:	<b>DRIVE-THRU &amp; DEPOSIT BOX</b>
Contact Name / Title:	Nick Kardos, Estimator

<b>Name of Firm or Agency:</b>	<b>GC BUILDING PRODUCTS (BALCO INC)</b>
Address:	2626 S. Sheridan, Wichita, KS 67217-0249
Telephone:	316.945.9328
Contractor's License number(TBA) & Trade:	<b>ENTRANCE MATS &amp; GRIDS</b>
Contact Name / Title:	Estimating-No name listed on quote

<b>Name of Firm or Agency:</b>	<b>ACCURATE SYSTEMS FIRE PROTECTION, INC.</b>
Address:	10823 Seminole Blvd., Ste 3A, Seminole, FL 33778
Telephone:	727.395.0825
Contractor's License number(TBA) & Trade:	<b>FIRE-SUPPRESSION PIPING</b>
Contact Name / Title:	W. Wilson, President

<b>Name of Firm or Agency:</b>	<b>THYSSENKRUPP ELEVATOR CORPORATION</b>
Address:	4330 SW 29 Ave., Gainesville, FL 32605
Telephone:	352.376.2241
Contractor's License number & Trade:	<b>#ELCO 32 - ELEVATORS</b>
Contact Name / Title:	E. Harper Smith, New Construction Sales

<b>Name of Firm or Agency:</b>	<b>J&amp;R PLUMBING SERVICES, INC.</b>
Address:	19920 Eldorado Drive, Eustis, FL 32736
Telephone:	352.357.5715
Contractor's License number & Trade:	<b>#RF0067203 - PLUMBING</b>
Contact Name / Title:	Eric Oliphant, Owner

<b>Name of Firm or Agency:</b>	<b>VILLAGE AIR &amp; ELECTRIC, INC.</b>
Address:	8279 W. US Hwy 301, Wildwood, FL 34785
Telephone:	352.748.5744
Contractor's License number & Trade:	<b>#EC003039 - HVAC</b>
Contact Name / Title:	Jamie Zito, Owner

<b>Name of Firm or Agency:</b>	<b>ELECTRIC SERVICES, INC.</b>
Address:	1746 US Hwy 441, Leesburg, FL 34748-7055
Telephone:	352.787.1322
Contractor's License number & Trade:	<b>#EC0001415- ELECTRICAL</b>
Contact Name / Title:	Mark Strong, Estimator

<b>Name of Firm or Agency:</b>	<b>ELECTRIC SERVICES, INC.</b>
Address:	1746 US Hwy 441, Leesburg, FL 34748-7055
Telephone:	352.787.1322
Contractor's License number & Trade:	<b>#EC0001415- FIRE ALARM SYSTEMS</b>
Contact Name / Title:	Mark Strong, Estimator

<b>Name of Firm or Agency:</b>	<b>ELECTRIC SERVICES, INC.</b>
Address:	1746 US Hwy 441, Leesburg, FL 34748-7055
Telephone:	352.787,1322
Contractor's License number & Trade:	<b>#EC0001415- INTRUSION DETECTION SYSTEM</b>
Contact Name / Title:	Mark Strong, Estimator

<b>Name of Firm or Agency:</b>	<b>ELECTRIC SERVICES, INC.</b>
Address:	1746 US Hwy 441, Leesburg, FL 34748-7055
Telephone:	352.787.1322
Contractor's License number & Trade:	#EC0001415- <b>VOICE DATA &amp; ITV DISTRIBUTION SYSTEMS</b>
Contact Name / Title:	Mark Strong, Estimator

<b>Name of Firm or Agency:</b>	<b>ELECTRIC SERVICES, INC.</b>
Address:	1746 US Hwy 441, Leesburg, FL 34748-7055
Telephone:	352.787.1322
Contractor's License number & Trade:	#EC0001415- <b>RADIO BI-DIRECTIONAL AMPLIFIERS (BDA) SYSTEMS</b>
Contact Name / Title:	Mark Strong, Estimator

***This document must be completed and returned with your Submittal***



**STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL**  
***This document must be completed and returned with your Submittal.***

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal).

CONTRACTOR: Emmett Sapp Builders, Inc.

DATE: November 30, 2009

1. How many years has your organization been in business as a general contractor under your present business name? 22 Years

2. List all previous business names of your organization:  
Emmett Sapp Builders, Inc.

3. How many years experience in general contracting? 34 Years

Prime Contractor 34 Years Subcontractor \_\_\_\_\_

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
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<u>Emmett Sapp, Jr.</u>	<u>President</u>
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<u>Susan K. Sapp</u>	<u>Secretary/Treasurer</u>
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5. Have you ever failed to complete any work awarded to you in the last 3 years?  
 Yes \_\_\_\_ No X If yes, where and why?

**EXPERIENCE**

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization. (Note: Foremen, Superintendents shall read, write, and speak English)

<u>Mike Sapp</u>	<u>Project Manager</u>
Name	Position
<u>All Phases of Residential &amp; Commercial Construction</u>	<u>29</u>
	<u>29</u>

Type of Work	Yrs. Experience	Yrs. With Firm
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<b>Shelton Crow</b>	<b>Project Manager</b>
Name	Position

<b>All Phases of Residential &amp; Commercial Construction</b>	<b>35</b>	<b>6</b>
Type of Work	Yrs. Experience	Yrs. With Firm

<b>William Miller</b>	<b>Superintendent</b>
Name	Position

<b>All Phases of Residential &amp; Commercial Construction</b>	<b>30</b>	<b>5</b>
Type of Work	Yrs. Experience	Yrs. With Firm

<b>Archibald Fraser</b>	<b>Superintendent</b>
Name	Position

<b>Commercial Construction</b>	<b>25</b>	<b>3</b>
Type of Work	Yrs. Experience	Yrs. With Firm

<b>Terry Kennedy</b>	<b>Superintendent</b>
Name	Position

<b>Residential &amp; Commercial Construction</b>	<b>20</b>	<b>3</b>
Type of Work	Yrs. Experience	Yrs. With Firm

2. List/describe five (5) construction contracts that you currently have or have recently completed.

<b>St Mark's Catholic Church</b>	<b>Summerfield, FL</b>
Project	Location
<b>Current Project</b>	<b>\$6,698,073.00</b>
Date	Contract Amount
<b>KP Studio Architect, Larry Krietemeyer</b>	<b>352-622-7163</b>
Project Architect Contact Name and Phone Number	
<b>St Mark's Catholic Church, Rev. Simon Shaner</b>	<b>352-347-9317</b>
Owner's Contact Name and Phone Number	

<b>Village Crossroads Shopping Center</b>	<b>Lady Lake, FL</b>
Project	Location
<b>Completed February, 2009</b>	<b>\$7,355,500.00</b>
Date	Contract Amount
<b>Cuchaci &amp; Peterson Architects, Michael Lynch</b>	<b>407-661-9100</b>
Project Architect Contact Name and Phone Number	
<b>Benchmark Construction Services, Owen Mietus</b>	<b>716-833-4986</b>
Owner's Contact Name and Phone Number	

<b>St. Paul's Catholic Church Educational Building</b>	<b>Leesburg, FL</b>
Project	Location
<b>Completed December, 2008</b>	<b>\$1,857,374.00</b>
Date	Contract Amount
<b>KP Studios, Larry Krietemeyer</b>	<b>352-622-7163</b>
Project Architect Contact Name and Phone Number	
<b>Linda Clark, Business Manager</b>	<b>352-787-6354</b>
Owner's Contact Name and Phone Number	

<b>Kingfisher Golf Maintenance Complex</b>	<b>The Villages, FL</b>
Project	Location
<b>Completed July, 2009</b>	<b>\$404,277.00</b>
Date	Contract Amount
<b>KP Studios, Larry Krietemeyer</b>	<b>352-622-7163</b>
Project Architect Contact Name and Phone Number	
<b>The Villages of Lake Sumter Inc, Sonny Resmondo</b>	<b>352-753-6703</b>
Owner's Contact Name and Phone Number	

<b>Sante Fe Medical Complex</b>	<b>The Villages, FL</b>
Project	Location
<b>Current Project</b>	<b>\$3,251,131.00</b>
Date	Contract Amount
<b>KP Studios, Larry Krietemeyer</b>	<b>352-622-7163</b>
Project Architect Contact Name and Phone Number	
<b>Planet 5 at The Villages, Paul Rohan</b>	<b>904-727-9101</b>
Owner's Contact Name and Phone Number	

## CONTRACTOR'S AFFIDAVIT

State of Florida

County of Sumter

Before me personally appeared Emmett Sapp, Jr. who is (title) President of (the company described herein) Emmett Sapp Builders, Inc. being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

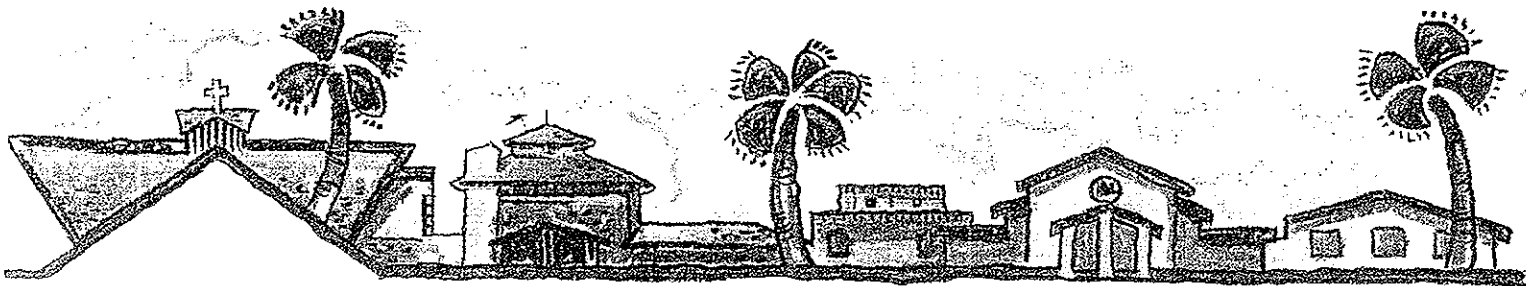
Personally Known X or Produced Identification \_\_\_\_\_Sworn to and subscribed before me this 30<sup>th</sup> day of November, 2009

*Deana J. Myrick*  
 NOTARY PUBLIC - STATE OF FLORIDA  
 (Signature of Notary Public) Deana J. Myrick (Print Name of Notary Public)  
 Commission # DD900662  
 Expires: OCT. 10, 2013  
 BONDED THRU ATLANTIC BONDING CO., INC.

(seal)

***This document must be completed and returned with your Submittal.***





**the catholic community of st. paul**

June 4, 2009

1330 SUNSHINE AVENUE • LEESBURG, FL 34748 • 352-787-6354 FAX 352-787-5971 • WWW.CCSTPAUL.COM

St. Johns County Board of County Commissioners  
P.O. Drawer 349  
St. Augustine, FL 32085-0349

Re: Emmett Sapp Builders, Inc.

Dear Board of County Commissioners,

Mr. Emmett Sapp has informed me that he is interested in bidding work for you and needs a reference for a major phased construction project not less than 6.5M in the last five (5) years.

Emmett Sapp Builders, Inc. recently completed a Cafeteria/Media Center/Science Center for us this year. The project does not meet your minimal dollar limit but it does meet the requirement that your builder have experience with phased projects and the ability to work around occupied buildings.

Due to the fact that the Cafeteria/Media Center/Science Center was to be constructed in the middle of our occupied Elementary School we were very concerned about both the safety of our children and the possibility of the construction disrupting our school activities. ESB did an outstanding job policing both:

- No one was allowed on site without meeting the requirements and signing in with the construction superintendent.
- Everyone on site wore a badge verifying that he met the requirements.
- The construction site was completely fenced and kept separate from school activities.
- We had minimal interruptions and when we did have concerns about noise ESB cooperated in every way to work around our schedule.

It is with great pleasure to recommend ESB for a phased project in which he has to work around occupied areas or any other project you may have for consideration. Please call me if you would like to discuss.

Sincerely,

Linda Clark  
Business Manager

# PLANET FIVE

development group, llc



May 26, 2009

St. Johns County Board of County Commissioners  
P.O. Drawer 349  
St. Augustine, FL 32085-0349

Re: Emmett Sapp Builders, Inc.

Dear Board of County Commissioners,

Emmett has informed me that he is interested in bidding work for you and needs a reference for a major phased construction project not less than 6.5M in the last five (5) years.

Emmett Sapp Builders, Inc. completed such a project for us in 2006. The project name was Palm Ridge Plaza and consisted of 4 buildings:

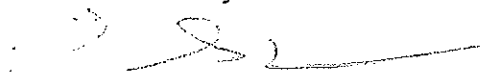
- Shopping Center
- 2 each Omni Buildings
- Medical Office Building (2 story)
- Contract Price \$7,141,913.00

The project was phased and portions occupied as the project progressed to meet the needs of our clients. This project went very well with Emmett Sapp Builders, Inc. performing as outlined from the beginning to end.

We are currently under contract with ESB on two other projects, Santa Fe Medical Offices (\$3,746,245.00 – 95% complete) & Sabal Palms Retail Office Buildings (\$7,272,840.00 – 50% complete).

I have no problem recommending ESB for a phased project as described to me or any other project you may have for consideration.

Please call me if you would like to discuss.

  
David Zorn  
Chief Financial Officer

# Leesburg Land Company, Inc.

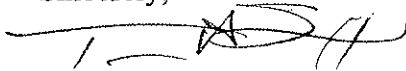
January 23, 2009

To Whom It May Concern:

This letter is to serve as a letter of recommendation in the favor of Emmett Sapp Builders, Inc. I have had the pleasure of working with Emmett and his company over the last couple years. My company was completely satisfied with the work product and professionalism that was experienced throughout our project's first phase. In fact, we have already confirmed our intent to use Emmett Sapp Builders, Inc. on the second phase of our project.

I would highly recommend Emmett Sapp Builders, Inc. to anyone for their building needs. I would be glad to talk with anyone concerning their quality and ability to make a project come to fruition.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Sennett', with a stylized flourish at the end.

Timothy H. Sennett, CCIM



4053 Maple Road  
Suite 200  
Amherst, NY 14226-1058  
t (716) 833-4986  
f (716) 961-1299  
benchmarkgrp.com

February 26, 2008

Emmett Sapp Builders  
4430 NE 83<sup>rd</sup> Road  
Wildwood FL 34785

Attention: Emmett Sapp, President

Reference: Village Crossroads  
Lady Lake, Florida

Dear Emmett,

As you are very aware, we reached a major milestone on the Village Crossroads project yesterday with the completion of Bed Bath & Beyond. It is no exaggeration to say that Emmett Sapp Builders was the major contributor in accomplishing this Herculean task. The first time I met you, I was impressed with your honesty and straight-forwardness. You and your firm have continued to impress us with your building expertise and your ability to work under pressure and maintain a high level of professionalism.

We appreciate all the blood, sweat and tears that you have invested into this project and want you to know that we would be confident and proud to take on any project with Emmett Sapp Builders, Inc.

Please pass along our thanks to your brother Mike, Dunn, Terry and the rest of your group.

Sincerely,

**BENCHMARK CONSTRUCTION SERVICES**

A handwritten signature in dark ink that reads "Mark DelleBovi".

Mark DelleBovi  
Vice President of Construction

MAK 2008



## *Administration*

May 11, 2007

To Whom It May Concern:

We have worked closely with Emmett Sapp Builders on many of our commercial and retail projects, including two town centers, several retail locations, recreation centers and banking institutions, as well as many other commercial projects.

As two of the owners of The Villages, we are responsible for the design and construction of the commercial amenities we offer our residents. We work "hand in hand" with the construction managers starting as early as the conceptual design of the buildings and ending with the final furnishings.

Working with Emmett Sapp Builders for the past seven years has been a pleasure. We find Emmett and his staff very capable and always attempting to deliver 100% customer satisfaction. Our projects are composed of strong architectural elements and high end interior finishes while having to maintain cost conscious budgets under strict schedule demands. Emmett Sapp always delivers.

Sincerely,

Tracy Mathews  
Vice President  
Design Division Director

Mark Morse  
Executive Vice President  
Chief Operating Officer

TM:MM:dp

Phone: 352-753-6232 • Fax: 352-753-6716

1020 Lake Sumter Landing, The Villages, Florida 32162

[www.TheVillages.com](http://www.TheVillages.com)

2/8/07

## LETTER OF RECOMMENDATION

In the fall of 2006 my wife and I decided to completely remodel our kitchen, enclose a porch and a few other minor things. As you know remodeling, especially a kitchen, can cause earthquakes, floods and even divorce.

We avoided all those things because we hired the wonderful people of Emmett Sapp Builders. We feel that Ray Reale and Joe Sziedel took this job personal. Their expertise, patience and kindness made our job a wonderful experience. They asked us to call them day or night and even weekends. Their integrity was without question.

The owner, Emmett Sapp, exhibits the same qualities and was weekly in contact with our job. His company works on large commercial jobs and I know my job had to be one of the smallest he has done in years but you would have never known it. Our final bill was very fair.

Please feel free to call us at (352) 326-5411 if you would like to see our house.

P.S. The quality of the work was first class.

Tony & Ann Brooks



**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

**Emmett Sapp Builders, Inc.**

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

  
Authorized Signature

**November 30, 2009**

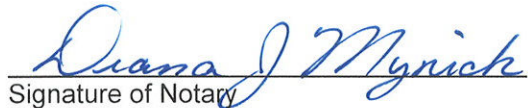
Date Signed

State of: Florida

County of: Sumter

Sworn to and subscribed before me this 30<sup>th</sup> day of November, 2009

Personally known X or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

  
Signature of Notary

My Commission Expires 10-10-13

NOTARY PUBLIC-STATE OF FLORIDA  
(seal)  Deana J. Myrick  
Commission # DD900662  
Expires: OCT. 10, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

***This document must be completed and returned with your Submittal.***



**CONTRACTOR'S  
CERTIFICATION**

**CONTRACTOR'S CERTIFICATION**  
**STATEMENT OF CONTRACTOR'S CERTIFICATION THAT ALL WORK WILL BE**  
**PERFORMED IN ACCORDANCE WITH ALL CURRENT CODES.**

**THIS REQUIREMENT SHALL INCLUDE BUT NOT BE LIMITED TO ALL**  
**GOVERNING NATIONAL, STATE AND LOCAL CODES AND REGULATIONS.**

**THE CONTRACTOR SHALL NOT REQUEST A CHANGE ORDER FOR**  
**COMPLIANCE WITH THE CODES, NOR SHALL SUMTER COUNTY CONSIDER**  
**ANY REQUEST FOR A CHANGE ORDER TO COMPLY WITH ALL CURRENT**  
**CODES.**

**Authorized Signature:**

**Print Name:** Emmett Sapp, Jr.

**Signature:** 

**Title:** President

**Phone:** 352-748-1949

***This document must be completed and returned with your Submittal.***

**CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2008

PRODUCER (352)787-3441 FAX (888)883-8680  
Lassiter-Ware Insurance  
317 Citizens Blvd.  
Leesburg, FL 34748  
Marsha Johnson

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Emmett Sapp Builders, Inc  
4430 NE 83rd Rd  
Wildwood, FL 34785

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Amerisure Insurance Company	19488
INSURER B:	Amerisure Mutual Insurance Co.	23396
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
1	GENERAL LIABILITY	GL2051065	01/08/2009	01/08/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
1	AUTOMOBILE LIABILITY	CA2051063	01/08/2009	01/08/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
B	GARAGE LIABILITY	CU2051066	01/08/2009	01/08/2010	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2051067	01/08/2009	01/08/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Sumter County Building Dept  
Board of County Commissioners  
910 N Main St #207  
Bushnell, FL 33513

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Larry Humes/ANMM